

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000028655		PAGE 1 OF 52	
2. CONTRACT NO. SPE8E3-15-D-0029		3. AWARD/EFFECTIVE DATE 2015 MAY 08		4. ORDER NUMBER		5. SOLICITATION NUMBER SPM8E3-14-R-0009	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)		6. SOLICITATION ISSUE DATE 2014 MAR 03	
9. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (MRO II) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5068 USA Local Admin: Tracey L. Gadson PEPCBBF Tel:				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 423810 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: _____			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Fast Pay Net 15		13a. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE BLOCK 9 C/Activity: PAS:None		CODE SPE8E3	
17a. CONTRACTOR/ OFFEROR SUPPLYCORE INC. DBA HEADQUARTERS 303 N MAIN ST STE 800 ROCKFORD IL 61101-1199 USA TELEPHONE NO.		CODE 4V314 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 102317 COLUMBUS OH 43218-2317 USA CODE SL4701			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Award sent EDI, Do not duplicate shipment						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$60,000,000.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. SPE8E314R0009 OFFER DATED 2015-Jan-28, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:			
30a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				31a. NAME OF CONTRACTING OFFICER (Type or Print) Tracey L. Gadson			
30b. NAME AND TITLE OF SIGNER (Type or Print) 				30c. DATE SIGNED 5/5/15		31c. DATE SIGNED 6 May 2015	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YYMMDD*)

42d. TOTAL CONTAINERS

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<p>Block 8 of the SF-1449 should read 2015 MAY 06</p> <p>Block 11 of the SF-1449 " see schedule " should be checked</p> <p>Block 13b of the SF-1449 should read " To be specified on each delivery order "</p> <p>Block 15 of the SF-1449 should read "To be specified on each delivery order"</p> <p>Block 20 of the SF-1449 should read " MRO TAILORED LOGISTICS PRIME VENDOR PROGRAM ALASKA REGION" and " SEE STATEMENT OF WORK "</p> <p>Block 25 if the SF-1449 should read: 97X4930 5CBX 5024600 61002620 033189</p> <p>CONTINUED ON NEXT PAGE</p>		

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Form

SPE8E315D0029

**Continuation from SF 1449, Solicitation/Contract/Order for Commercial Items
Blocks 19-24**

1. Items: This contract will cover a full line of MRO supplies and incidental services in support of the maintenance, repair and operations requirements of installations in the Alaska Region as described herein. The awardee is responsible for making available to authorized customers covered under the resulting contract, the categories of items listed below. The items listed below are not all inclusive of the items that may be required to be furnished by the Tailored Logistics Support Prime Vendor (TLS PV) as such term is defined in DLAD 17.95.

1. Heating, Ventilation and Air Conditioning (HVAC) supplies;
2. Plumbing supplies (including bath and shower items, ablution units);
3. Electrical products (including generators, wire/cable, connectors, sockets, outlets, lights, etc.);
4. Tools of various kinds;
5. Chemical, lubricating, and rubber products and products including same;
6. Construction supplies (including but not limited to cement, lumber and plywood, bricks, blocks, steel, aluminum, and other metal products, conduits, prefabricated structures to include re-locatable buildings (RLBs & ablution units), etc.);
7. Perimeter security items such as barriers, barbed wire, concertina wire, and sand bags (also used for erosion prevention);
8. Communication devices (such as walkie-talkies, two-way radios, etc. used by the maintenance personnel), and;
9. Various other commercial supplies required by the war-fighters to accomplish their mission AND related incidental services as such term is further explained herein.

2. Minimum & Maximum Dollar Values: The Government guarantees that it will order under the contract a quantity of supplies having a minimum dollar value of \$1,000,000.00. The aggregate of delivery orders issued during contract performance will be applied to the minimum guarantee. At the time when the aggregate of delivery orders equals or exceeds the guaranteed minimum for the contract, the guaranteed minimum will have been met and the Government's obligations with regard to the guarantee will have been satisfied.

The maximum dollar value that can be obligated for the contract is \$60,000,000.00, meaning that the cumulative obligations of all orders placed against the contract cannot exceed \$60,000,000.00.

Note: The Maximum Contract Value for the MRO Alaska Region of \$60 million accounts for potential surge and contingency requirements; however, \$40 million remains the estimated dollar value for the contract.

3. Period of Performance: This contract is an Indefinite Delivery/Indefinite Quantity Contract with a base ordering period of 5 years with a maximum term of 5 years; May 6, 2015 through May 5, 2020. The implementation period is 30 days from award. The effective date of the contract will be at the start of this 30 day period. There are no options.

4. Pricing:

For the Distribution Matrix, the awardee has offered the following firm fixed total

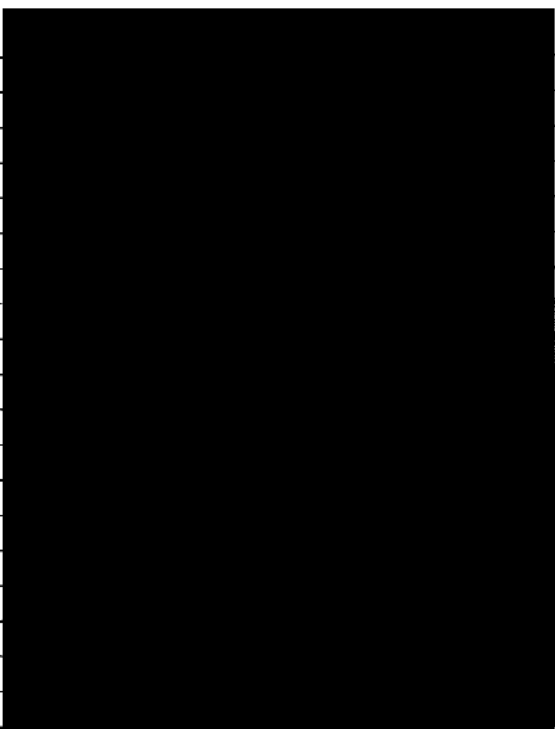
Distribution Ceiling Price, as a dollar amount, for each of the twenty pricing tiers. The tiers are specific dollar value ranges based on the Total Acquisition Price per Order when the TLS PV submits the order. They will be used to assign a corresponding total Distribution Ceiling Price for the order. The Distribution Ceiling Price represents the total maximum distribution price the TLS PV can charge for an order within the range. The prices are fixed for each pricing period. There will be three pricing periods under the contract and they will be sequential: Period 1: Two Years; Period 2: Eighteen Months; and Period 3: Eighteen Months.

TIER	TOTAL ACQUISITION PRICE PER ORDER	PRICING PERIOD 1	PRICING PERIOD 2	PRICING PERIOD 3
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1	< \$10.00
2	\$10.00-\$24.99
3	\$25.00-\$49.99
4	\$50.00-\$99.99
5	\$100.00-\$249.99
6	\$250.00-\$499.99
7	\$500.00-\$749.99
8	\$750.00-\$999.99
9	\$1,000.00-\$2,499.99
10	\$2,500.00-\$4,999.99
11	\$5,000.00-\$7,499.99
12	\$7,500.00-\$9,999.99
13	\$10,000.00-\$24,999.99
14	\$25,000.00-\$49,999.99
15	\$50,000.00-\$74,999.99
16	\$75,000.00-\$99,999.99
17	\$100,000.00-\$249,999.99
18	\$250,000.00-\$499,999.99
19	\$500,000.00-\$999,999.99
20	> or = \$1,000,000.00



The prices for the Price Evaluation List (PEL) are Acquisition Ceiling Prices. They are firm fixed per unit ceiling prices during the applicable pricing period. The Acquisition Ceiling Price represents the maximum acquisition unit price the TLS PV can charge for an item on the PEL. There are three pricing periods under the resultant contract, which are sequential: Period 1: Two Years; Period 2: Eighteen Months; and Period 3: Eighteen Months. The PEL with the Acquisition Ceiling Prices is included as Attachment 1.

The awardee may be required to provide inventory management and/or provide manpower to issue materials or supplies furnished under "storefront" operations located on one or more military installations. (Refer to the Statement of Work 15. Additional Requirements for more information.) The following unburdened and burdened labor rates will be used as a benchmark if a storefront is negotiated for the Alaska Region.

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EMPLOYEE JOB DESCRIPTIONS	PRICING PERIOD 1 (24 Months)		PRICING PERIOD 2 (18 Months)		PRICING PERIOD 3 (18 Months)	
	UNBURDENED HOURLY WAGE RATE*	BURDENED HOURLY WAGE RATE*	UNBURDENED HOURLY WAGE RATE*	BURDENED HOURLY WAGE RATE*	UNBURDENED HOURLY WAGE RATE*	BURDENED HOURLY WAGE RATE*
Full time on-site Storefront Clerk whose primary function is the resale of merchandise in a retail environment. This individual shall be required to keep inventory forms of merchandise stocked and merchandise returned to storage. This individual shall be required to offer customer assistance with the location or selection of merchandise as well as using the Contractor's information technology system to conduct a material transaction. Other duties include: cleaning merchandise on or in display fixtures, maintaining the display sales area by straightening merchandise to give a neat, full, and salable appearance, removing damaged or outdated merchandise, and displaying merchandise in such a manner to maintain freshness and sale dates.						
Full time on-site Storefront Material Handler whose primary function is to transport or store merchandise. Duties involve one or more of the following: Manually loading or unloading freight cars, trucks, or other transporting devices; unpacking, shelving, or placing items in proper storage locations; or transporting goods by hand truck, cart, or wheelbarrow.						
Full time on-site Storefront Manager who will coordinate and perform all necessary functions to establish and maintain adequate stock and supply levels, oversee the Storefront, ensure successful and timely issuances of MRO goods to end-users, and manage the on-site staff. This individual will act as a liaison with Contractor's procurement and customer support operation.						

5. Delivery Orders: Each delivery order issued against the contract will be firm fixed price. The delivery order will consist of the acquisition price for each item or incidental service on the order and the distribution price based on the total dollar value of the order. The acquisition price for PEL items and Acceptable Alternates and non-PEL items may vary based on market conditions and will be supported by competitive subcontractor quotes and/or other additional information as determined by the Contracting Officer. The acquisition price for PEL and Acceptable Alternates items shall not exceed the Acquisition Ceiling Prices established at contract award for each pricing period. The distribution price shall not exceed the Distribution Ceiling Prices established at contract award for each pricing period.

6. Delivery: The following table shows the expected delivery timeframes:

	Routine	Emergency
Commercial Off the Shelf Items	3-10 calendar days	24-72 hours

7. Contract Administration: DLA Troop Support has the responsibility for the administration of this contract. The DLA Troop Support Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The DLA Troop Support Contracting Officer must approve any changes or modification prior to the implementation of such changes. In the event the contractor effects a change at the direction of any person other than DLA Troop Support Contracting Officer, the change will be considered to have been made without authority, and no adjustment will be made to cover any increase in cost as a result thereof. Request for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the DLA Troop Support Contracting Officer. In accordance with FAR 16.505(b) (5), the following individual has been designated the delivery order Ombudsman.

Mr. Robert Panichelle-BP
Defense Logistics Agency – Troop Support
700 Robbins Avenue
Philadelphia, PA 19111
Telephone: 215-737-5855
Facsimile: 215-737-3025 or 3039
Email: Robert.Panichelle@dla.mil

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DLA Troop Support reserves the right to utilize the assistance of the Defense Contract Management Agency (DCMA) if deemed necessary for certain administrative duties.

8. Additional Features: All plans submitted as part of the Awardee's Non-Price Proposal (including revisions in discussions) are to be followed during contract performance. SupplyCore will also provide the additional features listed below in accordance with their proposal. Where applicable, the features listed below supersede the requirements in the Statement of Work.

NOTICE

Estimated Dollar Value: The implementation sites for the Alaska will be those activities ordering through this contract in the State of Alaska. The estimated annual sales set forth in this contract are GOOD FAITH ESTIMATES ONLY based on the best data available to the Contracting Officer at the time of issuance of the solicitation, and do not constitute guarantees that this volume or value will actually be ordered.

The annual estimated dollar value is [REDACTED] million. The total estimated value of this acquisition (5 year base period) is [REDACTED] million. The total maximum value of the contract (5 year base period) is [REDACTED] million. The [REDACTED] million maximum accounts for potential surge and contingency requirements. This figure was derived by a combination of current and projected requirements obtained through market research performed by DLA Troop Support.

CAUTION – CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an

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employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733) When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the Contracting Officer upon request by the Contracting Officer.

DLA Troop Support is a Primary Level Field Activity of the Defense Logistics Agency (DLA), which is located in Philadelphia, PA, and is a combat support activity whose objective is to continue, and to expand, its use of unique and innovative approaches for providing focused logistics support for its military services facilities customers, as well as other authorized customers, for their maintenance, repair and operations (MRO) requirements. The phrase "facility maintenance, repair, and operations" is also referred to as "facility sustainment, restoration, and modernization (SRM)" in some regulations. The term "facility," as used in this solicitation, is synonymous with the terms "military activity/base/installation" and "government installation/activity." It includes all buildings and grounds within the perimeter of the compound. The operation of a facility includes the protection and safety of the physical plant and the personnel employed therein.

The resulting contract constitutes the Government's acceptance of the SupplyCore's initial offer, dated 9 May 2014, including revisions, through Final Proposal Revision dated 22 January 2015, as well as the Reverse Auction which took place on 28 January 2015. The offer is in accordance with Request for Proposal (RFP) SPM8E3-14-R-0009, including amendments 0001 through 0003. Performance under this contract shall be governed by the terms and conditions of RFP SPM8E3-14-R-0009, including amendments 0001 through 0003.

The resulting contract represents a continuation of the Maintenance, Repair and Operations (MRO) Tailored Logistics Support Prime Vendor (TLS PV) Program at DLA Troop Support. It constitutes the "third generation" acquisition under the MRO Program for the full line of logistics support of the maintenance, repair, and operations supply requirements, including incidental services, of the military installations, federal agencies, and other authorized customers located in the geographical areas defined herein as the Alaska Region. A TLS PV is a supplier under an indefinite delivery contract which manages numerous delivery orders for a variety of products within a specific industry/sector and provides advanced distribution capabilities.

The Alaska Region includes various ordering activities in the State of Alaska. See Attachment 2 for list of current customers in the state/implementation sites. This list may be updated as the contract period evolves.

SupplyCore may be required to provide inventory management and/or provide manpower to issue materials or supplies furnished under "storefront" operations located on one or more military installations as such term is

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defined in the Statement of Work under 15. Additional Requirements, a) Storefront. *Currently there are no storefronts in the Alaska Region.*

As the MRO Program and this TLS PV contract expand its coverage, significant additions to the list of items may occur. If items or product lines are added to the resulting contract, SupplyCore will be required to arrange for distribution of such items or product lines within 30 days of their addition to the contract.

Price Catalog: DLA Troop Support will maintain a Price Catalog of the acquisition prices of products in the Contracting Officer's Portal (KOP) at DLA Troop Support. The initial Price Catalog will consist of the items in the PEL and Acceptable Alternates, determined fair and reasonable at their Acquisition Ceiling Price. Acquisition prices for PEL items and Acceptable Alternates and for non-PEL items will vary based on market conditions and will be supported by competitive subcontractor quotes and/or additional supporting documentation. Items will be added to the Price Catalog prior to or simultaneous with the issuance of each delivery order. NOTE: Acquisition prices for PEL items and Acceptable Alternates may not exceed the Acquisition Ceiling Prices during the applicable periods.

SupplyCore is advised that the **Preference for Certain Domestic Commodities/Berry**

Amendment, and Trade Agreements Act apply to this contract. Depending on the item being solicited, the Berry Amendment, or the Trade Agreements Act requirements may apply. Additionally, there are other procurement restrictions set forth in the regulations that may apply to certain specific products. Please note, clauses implementing and certifications for the applicable restrictions are checked in FAR 52.212-4, below, or may be separately incorporated into individual orders under the contracts. SupplyCore must be aware of which provision applies at the time of the order.

Wide Area Work Flow (WAWF): For purposes of receiving payment for material shipments (orders), the accepted electronic form for submission of payment requests and receiving reports is Wide Area Work-Flow (WAWF). SupplyCore shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. WAWF is available on the Internet at <https://wawf.eb.mil/>. In addition, WAWF guidance and assistance is available from our DLA TROOP SUPPORT WAWF team personnel via email inquiry – DLA Troop Support dscpwawfteam@dla.mil.

Fast Pay and Prompt Pay: Fast Pay will be utilized for delivery orders issued under this resulting contract for orders valued less than \$100,000.00, subject to renewal of authorizing class deviation. A quarterly audit will be conducted. DLA Troop Support anticipates using carrier data provided in the 856 Advance Shipping Notice EDI transaction set, data in the Next Generation Enterprise Linked Logistics Information Source (NGE) system and/or Proof of Deliveries (PODs) provided by the contractor. Prompt Pay will be utilized for all delivery orders valued at or above \$100,000.00. DLA Troop Support anticipates using carrier data provided in the 856 Advance Shipping Notice EDI Transaction set, data in the NGE systems and/or PODs provided by SupplyCore to facilitate prompt payment.

HAZMAT Offerors are NOT required to submit the information required by FAR 52.223-3 Hazardous Material Identification and Material Safety Data upon award. Please note this information will be required, when applicable, at the time of order.

(END OF NOTICE)

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FAR 52.212-4, Contract Terms and Conditions—Commercial Items (DEC 2014)

is incorporated in this solicitation by reference. Its full text may be accessed electronically at <http://www.acquisition.gov/far/index.html>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

Addendum to 52.212-4:

The following paragraphs of 52.212-4 are amended as indicated below:

1. Paragraph (m), Termination for Cause.

Delete paragraph (m) in its entirety and substitute the following:

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1,350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

2. Paragraph (t), System for Award Management.

Add the following paragraph:

(a) Definitions.

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) Code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code”.

“Data Universal Number System (DUNS) Number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) Number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the System for Award Management database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

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(3) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service. The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record "Active".

If preceded by an X, the following paragraphs of 52.212-4 contain additional language:

<u>Paragraph</u>	<u>Additional Language</u>
[] (a)	FAR 52.246-2, <i>Inspection of Supplies - Fixed Price</i> , is hereby included in this contract and takes precedence over FAR 52.212-4(a).
[X] (i)	FAR 52.213-1, <i>Fast Payment Procedure</i> , DLAD 52.212-9001, <i>Application of Fast Payment to Part 12 Acquisitions</i> , and DLAD 52.213-9009, <i>Fast Payment Procedure</i> , apply and are hereby incorporated by reference. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government. Fast Pay only applies to Delivery Orders valued under \$100,000.00 and is subject to renewal of FARS DEV 15-01.

ADDENDUM TO FAR 52.212-4

THE CLAUSES LISTED BELOW ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. A CLAUSE WITH AN AUTHORIZED DEVIATION IS SO MARKED AFTER THE DATE OF THE CLAUSE. (Also, the full text of solicitation clauses and provisions may be accessed electronically at the following websites):

FAR Clauses: <http://www.acquisition.gov/far/index.html>
DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
DLAD Clauses: <http://www.dla.mil/Acquisition/Pages/DLAD.aspx>

CLAUSE NUMBER

TITLE/DATE

FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
FAR 52.204-7	System for Award Management (JUL 2013)
FAR 52.204-13	System for Award Management Maintenance (JUL 2013)
FAR 52.208-9	Contractor Use of Mandatory Sources of Supply or Services (MAY 2014)
FAR 52.211-17	Delivery of Excess Quantities (SEP 1989)
FAR 52.222-24	Pre-Award On Site Equal Opportunity Compliance Evaluation (FEB 1999)
FAR 52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997)
FAR 52.223-11	Ozone Depleting Substances (MAY 2001)
FAR 52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)
FAR 52.227-1	Authorization and Consent (DEC 2007)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
FAR 52.247-34	F.O.B. Destination (NOV 1991)
DFARS 252.201-7000	Contracting Officer's Representative (DEC 1991)
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights (SEP 2013)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)
DFARS 252.216-7006	Ordering (MAY 2011)
DFARS 252.223-7001	Hazard Warning Labels (DEC 1991)
DFARS 252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (DEC 2006)
DFARS 252.225-7042	Authorization to Perform (APR 2003)
DFARS 252.246-7000	Material Inspection and Receiving Report (MAR 2008) * <i>only applicable to shipments to DOD Transshipment points and when required by DLA Troop Support</i>
DLAD 52.211-9004	Priority Rating for Various Long Term Contracts (NOV 2011)

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DLAD 52.216-9006
DLAD 52.217-9010

Addition/Deletion of Items (AUG 2005)

Limitations on Use of Surge and Sustainment (S&S) Government Investment (NOV 2011)* *Note: There are no surge requirements for any items at this time; however, an item may be added to the program after contract award with surge requirements. At that time, the awardee may be required to submit a Surge and Sustainment Plan/Capability Assessment Plan.*

DLAD 52.217-9006

Surge and Sustainment (S&S) Requirements – Alternate I (NOV 2011)**Note: There are no surge requirements for any items at this time; however, an item may be added to the program after contract award with surge requirements. At that time, the awardee may be required to submit a Surge and Sustainment Plan/Capability Assessment Plan.*

DLAD 52.217-9017
DLAD 52.223-9000
DLAD 52.223-9002

Tailored Logistics Support Purchasing Review (Nov 2011)

Material Safety Data Sheets and Hazard Warning Labels (NOV 2011)
Anti-Stain Treatment (Untreated Wood Products)
(SEPT 2008)

DLAD 52.223-9003
DLAD 52.223-9004

Marking Dangerous Goods or Hazardous Materials (NOV 2011)
Federal Insecticide, Fungicide, and Rodenticide Act
(FIFRA)(SEP 2008)

DLAD 52.246-9019
DLAD 52.246-9020

Material and Inspection Report (APR 2008)
Distribution of Material Inspection and Receiving Report (APR 2008)* *only applicable to shipments to DOD Transshipment points and when required by DLA Troop Support*

DLAD 52.247-9012
DLAD 52.247-9029

Requirements for Treatment of Wood Packaging Material (WPM) (FEB 2007)
Shipping Instructions (NOV 2011)

FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of ***;

(2) Any order for a combination of items in excess of ***; or,

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

** There is no minimum quantity/dollar value per order.

*** There is no maximum quantity/dollar value per order.

FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract, and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the

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Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract later than 2 years after expiration of the contract ordering period.

DFARS 252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the date of contract award through the end of the contract base period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUNE 2013)

(a) *Definitions.* As used in this clause—

"Credible information" means information that, considering its source and the surrounding circumstances, supports a reasonable belief that an event has occurred or will occur.

"Critical safety item" means a part, subassembly, assembly, subsystem, installation equipment, or support equipment for a system that contains a characteristic, any failure, malfunction, or absence of which could have a safety impact.

"Safety impact" means the occurrence of death, permanent total disability, permanent partial disability, or injury or occupational illness requiring hospitalization; loss of a weapon system; or property damage exceeding \$1,000,000.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the Contractor or another subcontractor under this contract.

(b) The Contractor shall provide notification, in accordance with paragraph (c) of this clause, of—

(1) All nonconformances for parts identified as critical safety items acquired by the Government under this contract; and

(2) All nonconformances or deficiencies that may result in a safety impact for systems, or subsystems, assemblies, subassemblies, or parts integral to a system, acquired by or serviced for the Government under this contract.

(c) The Contractor—

(1) Shall notify the Administrative Contracting Officer (ACO) and the Procuring Contracting Officer (PCO) as soon as practicable, but not later than 72 hours, after discovering or acquiring credible information concerning nonconformances and deficiencies described in paragraph (b) of this clause; and

(2) Shall provide a written notification to the ACO and the PCO within 5 working days that includes—

(i) A summary of the defect or nonconformance;

(ii) A chronology of pertinent events;

(iii) The identification of potentially affected items to the extent known at the time of

notification;

(iv) A point of contact to coordinate problem analysis and resolution; and

(v) Any other relevant information.

(d) The Contractor—

(1) Is responsible for the notification of potential safety issues occurring with regard to an item furnished by any subcontractor; and

(2) Shall facilitate direct communication between the Government and the subcontractor as necessary.

(e) Notification of safety issues under this clause shall be considered neither an admission of responsibility nor a release of liability for the defect or its consequences. This clause does not affect any right of the Government or the Contractor established elsewhere in this contract.

(f) (1) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for—

(i) Parts identified as critical safety items;

(ii) Systems and subsystems, assemblies, and subassemblies integral to a system; or

(iii) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.

(2) For those subcontracts, including subcontracts for commercial items, described in paragraph

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(f)(1) of this clause, the Contractor shall require the subcontractor to provide the notification required by paragraph (c) of this clause to—

- (i) The Contractor or higher-tier subcontractor; and
- (ii) The ACO and the PCO, if the subcontractor is aware of the ACO and the PCO for the contract.

DLAD 52.212-9000 CHANGES - MILITARY READINESS (NOV 2011)

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the Contracting Officer may, by written order, change (1) the method of shipment or packing, and (2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

"Contingency operation" means a military operation that is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, Chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

"Humanitarian or peacekeeping operation" means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259 (d)(2)(B)).

DLAD 52.216-9007 CONTRACT AND DELIVERY ORDER LIMITATIONS (NOV 2011)

(a) Delivery orders will specify delivery no less than ** days from the date of order. Changes or cancellations to delivery orders may be made by giving the Contractor notice no less than ** days [remembering that days are always calendar days unless otherwise defined] before the required delivery date.

****Delivery timeframes will vary from order to order. Accordingly, the terms of delivery shall be specified in each particular TLS PV order.**

(b) Maximum contract limitation. The maximum quantity or maximum dollar value that may be ordered against the contract is \$60,000,000.00.

(c) Guaranteed minimum.

(1) The Government guarantees that it will order under this contract (and under the contract awarded for any partial set-aside) the following minimum, as applicable:

[] (i) Base period of one year.

_____ (Quantity)
_____ (Percentage of the annual estimated quantity or dollar value)

[X] (ii) Base period of two or more years. **The Government guarantees that it will order under the contract awarded under this solicitation a quantity of supplies having a minimum dollar value of \$1,000,000.00.**

_____ (Quantity) multiplied by _____
_____ (Percentage) multiplied _____

[] (iii) The following minimum quantities within the time periods prescribed (quarter (QTR) represents a three-month period computed from date of award):

Contract Line-Item (CLIN) First Quarter Second Quarter Third Quarter Fourth Quarter

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[] (iv) The Contractor will not be obligated to honor any order with F.O.B. Destination terms that require delivery to a single destination of a quantity less than that shown below:

CLIN	Minimum Quantity Per Destination
<hr/>	<hr/>

(2) The Government may fulfill the guarantee by a single delivery order or by any number of delivery orders subject to the minimum per order specified in the clause Order Limitations, Federal Acquisition Regulation (FAR) clause 52.216-19 (a). The maximum quantity per order does not apply until after the guaranteed minimum is satisfied.

(3) In the event that a single delivery order includes both items that are within the guaranteed minimum and items in excess of the guaranteed minimum, the maximum delivery order limitations in FAR 52.216-19 (b) shall apply, and the Contractor shall be governed by the notice requirement of FAR 52.216-19 (d).

(4) The total of the delivery orders issued during the base contract period will apply to the minimum guarantee stated in this paragraph (c). The Government's obligations with regard to the guarantee will be satisfied when the total of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable.

(d) If this is an invitation for bids (IFB) and the Government elects to award a different quantity than that solicited or bid upon, the delivery schedule will be changed in direct proportion to the change in quantity. If this solicitation involves a partial set-aside, the Government will consider each destination (or combined destinations) separately in awarding the set-aside portion. The destination(s) appearing on page(s) _____ is (are) the non-set aside portion.

**DLAD 52.217-9006 SURGE AND SUSTAINMENT (S&S) REQUIREMENTS – ALTERNATE I
(NOV 2011)**

This solicitation includes items that are critical to support the Department of Defense's ability to conduct contingency operations. These items are designated as the S&S requirements, including the Services' go-to-war requirements. S&S requirements are identified as "Surge Quantity Option" expressed in a percent or exact quantity in this solicitation, and are in addition to peacetime quantities. The objective of this requirement is to obtain contractual coverage to meet the S&S quantities and sustainable accelerated delivery specified in this solicitation. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors will be evaluated on their ability to meet the terms and conditions of the S&S requirements. S&S requirements are defined as follows:

(a) Surge and Sustainment Capability means the ability of the supplier to meet the increased quantity and/or accelerated delivery requirements, using production and/or supplier base capabilities, in support of Department of Defense (DOD) contingencies and/or emergency peacetime requirements. This capability includes both the ability to ramp-up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.

(b) S&S Quantity and Accelerated Delivery Schedule are identified on an individual item basis, based on the Services wartime planning requirements. The surge quantity option is expressed as a percent or an exact number with a sustainable accelerated delivery. The S&S quantity and delivery requirements are above and beyond the peacetime requirements in the schedule of supplies.

(c) S&S Capability Assessment Plan (CAP), (previously known as the "Surge Plan"). The CAP provides the offeror's method of covering the S&S quantity and delivery requirements, identification of competing priorities for the same resources, and date the Contractor can provide the required S&S capability. If any of the S&S quantity and delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed investment strategy to offset the shortfall. For example, the CAP may include, but is not limited to, one of the following scenarios to address wartime delivery requirements:

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<p>(1) The S&S quantity and delivery requirements can be fully covered within the supplier's resources.</p> <p>(2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping.</p> <p>(3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements.</p> <p>(4) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and includes an investment strategy that would improve the supplier's capability to deliver according to the surge quantity option (e.g., the surge quantity option calls for 50% of estimated annual demand quantity or an exact quantity of 20 boxes) every 10 days, and the vendor can meet the schedule starting in the third ordering period but needs Government investment to become capable of meeting deliveries in the first two months).</p> <p>(5) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a fraction of the total quantities specified); however, the supplier has no cost-effective investment strategy that would improve the capability to deliver at the surge quantity option.</p> <p>(6) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a portion of the surge quantity option specified), and includes an investment strategy that would improve the supplier's capability to deliver at the surge quantity option.</p> <p>(d) Government Investments. Use of Government investment may be considered to address S&S coverage shortfalls as specified under (c)(3) to (7) above only when it is in the Government's best interest. Use of Government investment is limited per clause 52.217-9010. Contracting Officer (CO) approval is required for any Government investment requests and any investment costs incurred by the supplier without the explicit written approval of the Contracting Officer are the sole responsibility of the supplier.</p> <p>(e) Agreement to Participate in S&S Validation/Testing. By submission of an offer, the supplier agrees to participate in S&S validation/testing as required by the Government to verify the stated S&S capability. Testing/Validation may include any methodology that can validate the supplier's S&S capability. Validations will be conducted on randomly selected items by the Industrial Specialist after contract award and throughout the contract period. Validations include, but are not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate. The language in this clause does not limit the Government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.</p> <p>(f) Supplier notification of S&S capability changes. The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity identified in the Schedule of supplies in accordance with the approved CAP and S&S terms and conditions throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the Contracting Officer within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to 52.217-9007(a) for instructions on submitting changes to the CAP.</p> <p>(g) Government changes, additions and deletions to S&S requirements. The identification of new S&S items in the peacetime schedule or increases in quantities of items already in the S&S schedule will be done through bilateral contract modifications. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the Schedule and CAP during the contingency.</p> <p>(h) Early or Unexpected S&S Requirements. The supplier shall support S&S requirements to the</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p>		

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maximum extent practical (1) prior to the supplier achieving full S&S capability agreed to in the Schedule and the CAP, and (2) for requirements exceeding those agreed upon in the Schedule and the CAP, if agreed to by the Contractor and not exceeding any applicable contract maximum dollar value or quantity. The Government reserves the right to obtain S&S requirements from other sources without liability to the supplier.

Note: There are no surge requirements for any items included in the Price Evaluation List (PEL) at the time of this solicitation; however, an item may be added to the program after contract award with surge requirements. At that time, the offeror and/or awardee may be required to submit a Surge and Sustainment Plan/Capability Assessment Plan.

**DLAD 52.217-9010 LIMITATIONS ON USE OF SURGE AND SUSTAINMENT (S&S)
GOVERNMENT INVESTMENT (NOV 2011)**

(a) The CAP must include the offeror's investment strategy in accordance with 52.217-9006. In the event the S&S requirement cannot be met with the supplier's resources and there is no cost effective solution to improve the industrial base capability, limited Government investment may be considered, if it is in the best interest of the Government. The supplier shall not incur any expenses before receiving written approval of Government investment from the Contracting Officer, and acts at its own risk in advance of such approval. Any Government investment will only be used for obtaining S&S coverage in accordance with the terms and conditions of the contract. In the event of changes in conditions (e.g. manufacturing, labor market, industry, technology, etc.) that warrant a different investment approach to obtaining the S&S coverage, the supplier shall notify the Contracting Officer immediately upon knowledge of the change and shall submit, within 30 days thereafter, a new capability assessment plan describing the revised strategy for Contracting Officer's approval. If the initial investment has not been made or completed, the supplier will suspend S&S investment until receipt of written approval from the Contracting Officer.

(b) The Contractor shall not use Government S&S investments for any purpose other than to support S&S delivery orders, unless such use has been authorized by the Contracting Officer in writing. The Contractor shall submit in writing to the Contracting Officer any desired use of the S&S investments and consideration offered to the Government for this use.

(c) The supplier's stock rotation plan must ensure that newest materials are available for production and no material is held beyond its shelf-life expiration date, and use of Government investments (e.g., leadtime materials) is only authorized to support S&S delivery orders. A stock rotation plan must be included as part of the supplier's CAP and shall not preclude the supplier from making the surge deliveries.

***Note:** There are no surge requirements for any items included in the Price Evaluation List (PEL) at the time of this solicitation; however, an item may be added to the program after contract award with surge requirements. At that time, the offeror and/or awardee may be required to submit a Surge and Sustainment Plan/Capability Assessment Plan.

DLAD 52.217-9017 TAILORED LOGISTICS SUPPORT PURCHASING REVIEWS (NOV 2011)

(a) From the commencement of performance of this contract until 3 years after the final contract payment, the Contractor shall allow the Contracting Officer, Administrative Contracting Officer, Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and any other duly authorized representative of the Contracting Officer access to all records and information pertaining to those items or services for which the Government is relying on the Contractor's purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The Contractor shall maintain records subject to this clause for not less than 3 years after the contract final payment.

(b) The Contracting Officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value that meet the criteria in paragraph 1 of this clause to ascertain whether the Contractor has obtained the best value. The Contractor shall seek competition to the maximum extent practicable for all purchases. Contractor purchases of any supplies or services shall solicit a competitive quotation from at least two independently-competing firms*. For other than sole source items, the request for quotations shall, to the extent practical, solicit offers from different manufacturers or producers. If the Contractor is unable to obtain quotes for competing items from two or more such independently-competing firms, the Contractor shall retain supporting documentation for its rationale for selection of the suppliers solicited and chosen to supply the items, and for its determination that the price

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was fair and reasonable. The Contractor is responsible for maintaining this same documentation for all sole source/non-competitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value:

(1) A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Contracting Officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The Contractor's price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the Contracting Officer or the Contracting Officer's representative, the burden of proof shall be upon the Contractor to establish that the price is reasonable under the standards in Federal Acquisition Regulation (FAR) Subpart 15.4 and FAR 31.201-3.

(2) The Contractor shall keep the documentation to a minimum, but shall retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices shall be retained. Should the Contractor receive an oral price quotation, the Contractor shall document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies shall be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre-priced in the contract shall include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements of cost, overhead, and profit. This price breakdown documentation shall be made for each subcontractor performing work on this contract.

(c) When the Contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the Contractor shall immediately pass these savings to the Government in the contract price and invoice for payment. The Contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the Contractor has not already pre-priced the effort to use its own labor force, the Contractor shall provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract.

(d) If the Contracting Officer determines that the purchased product or service is unreasonably priced, the Contractor shall refund to the Government the amount the Contracting Officer determines is in excess of a reasonable price. The Contracting Officer shall notify the Contractor in writing in accordance with FAR 32.610, giving the basis for the determination and the amount to be refunded. The Contractor shall make the refund payment in accordance with directions from the Contracting Officer, and shall provide proof of the refund payment to the Contracting Officer. The Contracting Officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision shall be handled in accordance with the "Disputes" clause of this contract.

(e) At the midpoint of each performance period if the period is a year or less long or annually if the performance period is more than a year, upon receipt of notification from the Contracting Officer of the intent to exercise an option, or if otherwise requested, the Contractor shall provide the Contracting Officer an affirmation in the following form, signed by an authorized representative of the Contractor:

"To the best of my knowledge and belief, during the period beginning _____ (insert date) and ending _____ (insert date), _____ (insert Contractor's name) furnished all supplies or services called for by Contract number _____ in accordance with all applicable requirements. I further affirm that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and item identification, and are in the quantity required. The items and services were competed or prices are justified as fair and reasonable in accordance with the requirements of _____ (name/number of the clause)."

***NOTE 1: FOR LINE ITEMS GREATER THAN OR EQUAL TO \$25,000.00, THE CONTRACTOR MUST SOLICIT A MINIMUM OF THREE COMPETITIVE QUOTES.**

***NOTE 2: FOR ITEMS IN A STOREFRONT, THE REQUIREMENT FOR COMPETITIVE QUOTES IN DLAD 52.217-9017 WILL BE APPLICABLE WHEN THE SCHEDULE OF**

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SUPPLIES IS ESTABLISHED FOR A STOREFRONT AND WHEN NEW ITEMS ARE ADDED TO THE SCHEDULE OF SUPPLIES FOR A STOREFRONT.

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders --
Commercial Items (Dec 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)
- (2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).
- ____ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ____ (5) [Reserved]
- ____ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- ____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).
- X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).
- ____ (10) [Reserved]
- ____ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- ____ (ii) Alternate I (NOV 2011) of 52.219-3.
- ____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ____ (ii) Alternate I (JAN 2011) of 52.219-4.
- ____ (13) [Reserved]
- ____ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

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- ___ (ii) Alternate I (NOV 2011).
- ___ (iii) Alternate II (NOV 2011).
- ___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17) (i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9.
- X (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (iv) Alternate III (OCT 2014) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X (28) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ___ (33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (34) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (35) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514
- ___ (ii) Alternate I (JUN 2014) of 52.223-13.
- ___ (36) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (JUN 2014) (E.O.s 13423 and 13514).

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- ___ (ii) Alternate I (JUN 2014) of 52.223-14.
- X (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (38) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (JUN 2014) of 52.223-16.
- X (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (40) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ___ (41) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (MAY 2014) of 52.225-3.
- ___ (iii) Alternate II (MAY 2014) of 52.225-3.
- ___ (iv) Alternate III (MAY 2014) of 52.225-3.
- ___ (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (43) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- ___ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- ___ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ___ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (48) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (49) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (JUL 2013) (31 U.S.C. 3332).
- ___ (50) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- ___ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ___ (52) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- X (53) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- ___ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014) (42 U.S.C. 1792).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

___ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014)(Executive Order 13658).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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- (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (ix) 52.222-41, Service Contract Labor Standards (MAY 2014), (41 U.S.C. chapter 67).
- (x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67.)
- (xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67)
- (xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014)(Executive Order 13658).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.212-9002 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (NOV 2014)

The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- 1. ☒ FAR 52.203-3, Gratuities (APR 1984)
- 2. ☒ DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
- 3. ☒ DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)
- 4. ☒ DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (NOV 2011)
- 5. ☐ DFARS 252.204-7011, Alternative Line Item Structure (SEP 2011)
- 6. ☒ DFARS 252.204-7012, Safeguarding of Unclassified Controlled Technical Information (NOV 2013)
- 7. ☐ DFARS 252.204-7013, Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors (FEB 2014)
- 8. ☐ DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (FEB 2014)
- 9. ☒ DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (FEB 2014)
- 10. ☒ DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)
- 11. ☒ DFARS 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country (JAN 2009)

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12. ____ DFARS 252.211-7003, Item Unique Identification and Valuation (DEC 2013)
13. ☒ DFARS 252.211-7006, Passive Radio Frequency Identification (SEP 2011)
14. ____ DFARS 252.211-7007, Reporting of Government-Furnished Property (AUG 2012)
15. ____ DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)
16. ____ DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation (OCT 2013)
17. ____ DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)
18. ____ DFARS 252.215-7008, Only One Offer (OCT 2013)
19. ☒ DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2014)
20. ____ DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2014)
21. ☒ DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)
22. ____ DFARS 252.225-7000, Buy American—Balance of Payments Program Certificate (JAN 2014)
- 22a. ____ Alternate I (DEC 2010) of 252.225-7000
23. ____ DFARS 252.225-7001, Buy American and Balance of Payments Program (DEC 2012)
- 23a. ____ Alternate I (JAN 2014) of 252.225-7001
24. ____ DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
25. ☒ DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)
26. ____ DFARS 252.225-7010, Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)
27. ☒ DFARS 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013)
28. ☒ DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
29. ____ DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
30. ____ DFARS 252.225-7017, Photovoltaic Devices (JAN 2014)
31. ____ DFARS 252.225-7018, Photovoltaic Devices—Certificate (JAN 2014)
32. ☒ DFARS 252.225-7020, Trade Agreements Certificate (JAN 2005)
- 32a. ____ Alternate I (DEC 2010) of 252.225-7020
33. ☒ DFARS 252.225-7021, Trade Agreements (OCT 2013)
- 33a. ____ Alternate II (OCT 2011) of 252.225-7021
34. ____ DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)
35. ____ DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)
36. ____ DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)
37. ____ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
38. ____ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
39. ____ DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)
40. ☒ DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)
41. ____ DFARS 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate (NOV 2012)
- 41a. ____ Alternate I (OCT 2013) of 252.225-7035
- 41b. ____ Alternate II (NOV 2012) of 252.225-7035
- 41c. ____ Alternate III (JUN 2012) of 252.225-7035
- 41d. ____ Alternate IV (NOV 2012) of 252.225-7035
- 41e. ____ Alternate V (NOV 2012) of 252.225-7035
42. ____ DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (DEC 2012)
- 42a. ____ Alternate I (JUN 2012) of 252.225-7036
- 42b. ____ Alternate II (NOV 2012) of 252.225-7036
- 42c. ____ Alternate III (JUN 2012) of 252.225-7036
- 42d. ____ Alternate IV (NOV 2012) of 252.225-7036
- 42e. ____ Alternate V (NOV 2012) of 252.225-7036
43. ____ DFARS 252.225-7037, Evaluation of Offers for Air Circuit Breakers (JUN 2005)
44. ____ DFARS 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005)
45. ____ DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (JAN 2015)
46. ____ DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)
47. ☒ DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
48. ____ DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)
49. ☒ DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014)
50. ☒ DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013),
51. ☒ DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)
52. ____ DFARS 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card (DEC 2006)

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53. ☒ DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)
54. ☐ DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)
55. ☐ DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
58. ☐ DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
57. ☐ DFARS 252.239-7017, Notice of Supply Chain Risk (NOV 2013)
58. ☐ DFARS 252.239-7018, Supply Chain Risk (NOV 2013)
59. ☒ DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)
60. ☒ DFARS 252.244-7000, Subcontracts for Commercial Items (JUN 2013)
61. ☒ DFARS 252.246-7003, Notification of Potential Safety Issues (JUN 2013)
62. ☐ DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
63. ☐ DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
64. ☒ DFARS 252.247-7022, Representation of Extent of Transportation by Sea (AUG 1992)
65. ☒ DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014).
- 65a. ☐ Alternate I (APR 2014) of 252.247-7023.
- 65b. ☐ Alternate II (APR 2014) of 252.247-7023
66. ☐ DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)
67. ☐ DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)
68. ☐ DFARS 252.247-7026, Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)
69. ☐ DFARS 252.247-7027, Riding Gang Member Requirements (OCT 2011)
70. ☐ DFARS 252.247-7028, Application for U.S Government Shipping Documentation/Instructions (JUN 2012)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

1. DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)
2. DFARS 252.227-7015, Technical Data – Commercial Items (FEB 2014)
3. DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)
4. DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
5. DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
6. DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
7. DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014)
8. DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

Addendum

The following additional clauses are set forth in full text:

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

0% percent increase

0% percent decrease

This increase or decrease shall apply to All

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.acquisition.gov/far/index.html>;

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLAD: <http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm>

The following additional clauses are incorporated by reference:

CLAUSE NUMBER	TITLE/DATE
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (DEC 2014) DFARS

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252.211-7006	Passive Radio Frequency Identification (SEP 2011) DFARS
52.211-9010	Shipping Label Requirements—Military Standard (MIL-STD)-129P (MAR 2012)
52.211-9014	Contractor Retention of Traceability Documentation (AUG 2012) DLAD
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 2012) DFARS
52.232-17	Interest (MAY 2014)
52.242-13	Bankruptcy (JUL 1995)
52.242-15	Stop Work Order (AUG 1989)

Solicitation Provisions

52.212-3 Offeror Representations and Certifications -- Commercial Items (Dec 2014)

The offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certifications electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision--

"Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation," means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-Disabled Veteran-Owned Small Business Concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small Business Concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small Disadvantaged Business Concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-Owned Small Business Concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-Owned Business Concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-Owned Small Business Concern” means a small business concern –

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(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-Owned Small Business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.
Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

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(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 –

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products

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manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

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Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

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(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

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(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations—*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____
(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

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Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a "doing business as" name)

Addendum

DFARS 252.225-7020 TRADE AGREEMENTS CERTIFICATE (NOV 2014)

(a) *Definitions.* "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" as used in this provision have the meanings given in the Trade Agreements—Basic clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) *Certification and identification of country of origin.*

(1) For all line items subject to the Trade Agreements—Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)

(Country of Origin)

DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it –

_____ Does anticipate that supplies will be transported by sea in performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

Addendum

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The following additional provisions are set forth in full text:

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/far/index.html>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLAD: <http://www.dla.mil/ACQUISITION/Pages/DLAD.aspx>

The following additional provisions are incorporated by reference:

<u>PROVISION NUMBER</u>	<u>TITLE/DATE</u>	
252.209-7002 (JUN 2010) DFARS	Disclosure of Ownership or Control by a Foreign	Government
52.225-25	Prohibition on Contracting With Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification (DEC 2012)	
52.233-9000	Agency Protests (NOV 2011)	

STATEMENT OF WORK

Scope

The contractor(s) shall provide the full line of maintenance, repair and operations (MRO) supplies and incidental services related to the supplies (if required) defined within Product Support below, under an Indefinite Quantity Contract (IQC) to DLA Troop Support's military installations, other Federal Agencies and Departments, and approved federally funded customers in the Alaska Region. These maintenance, repair and operations requirements are sometimes referred to "facilities maintenance," "facilities sustainment," "restoration," and "modernization (SRM)," or "public works" program projects.

Subject solicitation is for the Alaska Region. The Alaska Region covers but is not limited to, the following activities in Alaska:

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Eielson AFB AK (354th Civil Engineer Squadron), Joint Base Elmendorf-Richardson AK (773d Civil Engineer Squadron, 611th Civil Engineer Squadron, 673d Contracting Squadron, 673d Communications Squadron, 673d Logistics Readiness Squadron, 3rd Comptroller Squadron, 59th Signal Battalion), Ft. Wainwright AK (507th Signal Company, 25th Brigade Support Battalion, W6L7 US Army Garrison), Ft. Greely Delta Junction AK (Cold Regions Test Center), Clear Air Force Station AK (13th Space Warning Squadron), and U.S. Coast Guard Base Support Unit Kodiak AK.

Approximately \$8 million sales annually

The activities listed in Attachment 2 are currently ordering through the MRO program. During the term of this contract, DLA Troop Support reserves the right to add or delete ordering activities to or from the Region, at no cost to the Government. Any such additions or deletions made by DLA Troop Support may result in a significant increase or decrease in the Government's contract estimate. The Contracting Officer must approve the addition of any ordering offices not currently listed as existing Tailored Logistics Support Prime Vendor (TLS PV) customers in the Region.

World-Wide requirements may be supported under subject contracts. Customers located outside the United States are generally identified by "APO" and "FPO" in their address. Awardees would be required to ship to a consolidation point, port or other location as identified in the delivery order that is located within the awardee's Region in the United States.

2. Product Support

MRO products include all items associated with the maintenance, repair and operations of a facility that are managed or authorized for procurement by DLA. The scope includes, but is not limited to:

Heating, Ventilation and Air Conditioning (HVAC) supplies;
 Plumbing supplies (including bath and shower items, ablation units);
 Electrical products (including generators, wire/cable, connectors, sockets, outlets, lights, etc.);
 Tools of various kinds;
 Chemical, lubricating, and rubber products and products including same;
 Construction supplies (including but not limited to cement, lumber and plywood, bricks, blocks, steel, aluminum, and other metal products, conduits, prefabricated structures to include re-locatable buildings (RLBs & ablation units), etc.;
 Perimeter security items such as barriers, barbed wire, concertina wire, and sand bags (also used for erosion prevention);
 Communication devices (such as walkie-talkies, two-way radios, etc. used by the maintenance personnel), and;
 Various other commercial supplies required by the war-fighters to accomplish their mission AND related incidental services.

The Contractor must be able to supply all product categories listed above, as well as all of the items or Acceptable Alternates identified in the associated Price Evaluation List (PEL).

All items are commercial products or modified commercial products which are primarily identified by manufacturer's part number and a commercial item description. All items are to conform to the manufacturer's commercial specifications. Items may also be identified by Local Stock Numbers (LSN) or National Stock Numbers (NSN).

Incidental services are standard commercial services that the contractor may be asked to perform in connection with supplying items under the scope of the contract. Such services engage the time and effort of the contractor to perform an identifiable task in addition to furnishing an end item supplied. Performing such services does not change the primary purpose of the contract from a supply to a service contract. What constitutes an incidental service is fact specific and will be a function of factors such as type of service, amount charged for the service, dollar amount charged for the supplies, existence of a close relationship between the service and the item supplied, and the time required to perform the service. Incidental services are usually requested at the same time the item of supply is ordered and will generally have a separate line item requesting the services. Whether a service is "incidental" or not will be determined by the Contracting Officer prior to placing such order for the incidental service. Generally, incidental services will not exceed 25% of the value of the order without additional supporting documentation. This may include project specific information from the ordering activity.

Included within the range of items covered, are items that might not routinely be used in the MRO arena, but for reasons within the discretion of the ordering activity, have been determined acceptable to meet its MRO requirements. Note that these items must also be managed by or assigned for procurement to DLA to be within the scope of the contract.

Example: While large shipping containers normally are used for transportation purposes, an ordering activity might determine to use them as temporary storage facilities during a maintenance, repair, or operations project. The intended purpose for their use will place such containers within the scope of this contract.

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The contractor may provide a substitute or different brand name or generic product for the specified product only with permission from the ordering activity. If the ordering activity does not approve the deviation, the order shall be "killed." The contractor shall provide the Government with the ability to access this information in the Usage Data.

The Government has the right to add product lines considered to be MRO items that are managed and authorized for procurement by DLA.

Performance Metric - Quantity Fill Rate. The contractor is required to maintain a [REDACTED] quantity fill rate. Material/incidental services ordered must be delivered in the quantities requested by the ordering activity. Quantity Fill Rate shall be calculated as follows:

$$\frac{\text{Line Quantity Delivered}}{\text{Line Quantity Ordered}}$$

To calculate the Quantity Fill Rate Performance Metric, the Government may use the following data sources: Usage Data provided monthly, data from the KOP (Contracting Officer's Portal), invoice data and the Next Generation Enterprise Linked Logistics Information Source (NGE). Performance will be measured through NGE by the data provided in the EDI transactions. NGE shall provide the Contracting Officer and Contractor with the monthly metric report within 10 business days from the end of the preceding month. The Contractor will then have 10 business days to dispute the monthly metric report via email to the Contracting Officer. Such dispute shall state the basis for the dispute and shall include all documents in support of the Contractor's position. Any dispute beyond the 10 business days shall be deemed untimely and shall be denied.

Domestic Sourcing Plan. The Contractor must have a plan for monitoring suppliers' compliance to following the Domestic Sourcing Restrictions contained in the contract: Trade Agreements Act, Preference for Certain Domestic Commodities/Berry Amendment, Restriction on Acquisition of Carbon, Alloy and Armor Steel Plate, Restrictions on Certain Foreign Purchases, and Restriction on Acquisition of Hand or Measuring Tools. The plan must include each of the following required elements and must be maintained and actively employed throughout the life of the contract:

Procedures to confirm the source of material. The plan must detail and ensure all products supplied will comply with the source restriction requirements, material component(s), country of origin, and place of manufacture.

Flow-down. The plan must detail and ensure this process and clauses are communicated with suppliers (as well as product manufacturers and any other relevant participant in the supply chain).

Audit procedures. The plan must detail and ensure assessments are conducted such that the supplies delivered comply with source restriction requirements of any resultant contract under this solicitation.

Remedies. The plan must detail and ensure actions will be taken in the event delivered items to the customer are subsequently found to be in violation of the source restriction requirements.

The contractor must provide evidence demonstrating compliance upon request. The plan is subject to regular and random audits. Violations detected during performance could result in Government non-acceptance of materials and non-payment to the contractor for the non-conforming items.

3. Implementation Plan

The implementation period (or ramp-up time) for the contract contemplated by this solicitation is a maximum of 30 calendar days. The effective date of the contract is May 6, 2015 and includes the implementation period of 30 days.

For each new activity/base/customer, the distribution of supplies must be available no later than 30 calendar days after the new activity/base/customer has approval by DLA Troop Support to begin ordering.

Ramp down. In the event that a follow-on contract is awarded to a firm other than the incumbent TLS PV, the Government intends to: (i) make award at least 60 days prior to the expiration date of the incumbent contract and (ii) establish a time phased transition schedule during the incumbent contract's final 60 days of operation. During the implementation period, the incumbent TLS PV will remain the principal source of supplies. Performance failure during this period may result in the contract termination for cause. The order of precedence for customer support is (1) the incumbent TLS PV (2) the new TLS PV.

4. Information Technology Order-Flow

The TLS PV is responsible for allowing ordering activities and/or DLA Troop Support to place orders directly with it or request a quote. The TLS PV must provide phone, facsimile, email, web based and/or eBusiness approaches. The Contractor must have the ability to make adjustments and cancel orders via these methods. Each order, adjustment to order, or cancellation of order, shall be acknowledged by the Contractor within 24 hours.

All new customers/activities/bases must be vetted by DLA Troop Support before ordering under the contract(s) and have a valid DoDAAC. Quotes provided to the customer and orders submitted shall be the contract unit price.

The contract unit price consists of the acquisition unit price, the distribution unit price and the DLA Troop Support Administrative Fee. At the time of award, DLA Troop Support will provide the contractor with the current DLA Troop Support MRO TLSP Administrative fee

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(Cost Recovery Rate, or CRR). The CRR is subject to change annually at the beginning of the Government's fiscal year (October 1st). The contractor will be informed at least one business day prior to any changes to the DLA Troop Support CRR over the term of the contract.

Customers will order using either through MILSTRIP or MIPR

MILSTRIP is Military Standard Requisitioning and issue procedures and will include a 14 position document number and 2 position fund code.

MIPR is a Military Interdepartmental Purchase Request.

Customers ordering using a MIPR must first contact DLA Troop Support **prior to placing** the order with the Contractor. Customers must contact DLA Troop Support for each new MIPR used. NOTE: the customer may contact the Contractor for quotes or estimates in order to determine the MIPR amount.

Once the MIPR has been approved and loaded into EBS by DLA Troop Support, both the customer and the Contractor will receive a copy of the MIPR (dd448) and the Acceptance (dd448-2), which will include a MIPR Code.

The Contractor is contractually obligated to ensure the MIPR funds and expiration dates are not exceeded.

The TLS PV shall assign a delivery order number for each order placed and provide this information in the order acknowledgement.

An individual delivery order number will be assigned by the offeror to each ordering activity's order at the time of placement. Each delivery order will contain 17 characters consisting of a 13-character basic contract number, e.g. SPE8E315D0014, plus a 4-character delivery order number, e.g. 0001. The 13-character contract number will remain fixed for the entire term of the contract and will be assigned by DLA Troop Support. The delivery order number will be unique (i.e. not duplicated during term of contract) for each order and may be a combination of alpha & numeric. The contractor shall not use alphas in the first two positions of the delivery order number nor use the letters "O" or the letter "I" in any position of the delivery order number. The contractor is responsible for insuring each delivery order will be unique (i.e. not duplicated) for the term of the contract.

At a minimum, the "Order Acknowledgement" will reference if the order is routine or an emergency order, and include line item number, item identification and part number, quantity ordered, quantity to be delivered, unit of issue, contract unit price, document number or MIPR number and MIPR code and delivery order number, and, if necessary, a job order number and/or work center.

The TLS PV's web page shall include an electronic Catalog of items (without prices). The listing shall include initially the Price Evaluation List items specified in the award. The electronic Catalog must provide search capability based on, at a minimum, item description, manufacturer and manufacturer's part number. The Contractor will continually update the Catalog as orders are placed by the customers.

The TLS PV will submit the order to DLA Troop Support via EDI using American National Standards Institute ANSI X12 855 Transaction Standard Purchase Order Acknowledgement. The Transaction will be loaded to the KO Portal (Contracting Officer's Portal) for continued processing, validation and approval by the Contracting Officer.

DLA Troop Support will approve/disapprove orders in the KO Portal. The TLS PV is not authorized to perform until the order is approved. The TLS PV will be notified of success or problems via the EDI 864 transaction. The 864 is a multi-purpose transaction used for approval, disapproval, rejection and clarification.

Upon shipment to the customer, the contractor must create and forward an 856 – Advanced Shipping Notice transaction. The line item number that is being shipped must be included. Multiple 856s per order are acceptable.

The supplier's EDI 856 must contain the Carrier Name and Carrier Assigned Package Identification Number (Tracking Number). These elements must be present in the HLREF Loop as follows:

HLREF.REF01 = "08"

HLREF.REFF02 = Carrier Tracking Number

HLREF.REF03 = Carrier Name (Standard Carrier Alpha Code)

For shipments that do not utilize an independent transporter or where the independent transporter data is not available in the format stated above, suppliers must provide an electronic Proof of Delivery to the NGE web based application. Examples of electronic Proof of Delivery format include PDF or image files with Delivery Signature Confirmation.

DLA Troop Support anticipates using the 856 data and the data in NGE in the calculation of the Performance Metrics (Quantity Fill Rate and On Time Delivery Rate), as part of the Fast Pay Audit and to facilitate Prompt Payment.

With the approval of the Contracting Officer, the TLS PV can use the 865 transaction – Purchase Order Change – to electronically request specific types of changes to an obligated order. All 865 requests go through an approval process within the DLA Troop Support enterprise system. Once an order is invoiced no changes are permissible.

Status. The Contractor must have the ability to provide order status to the customer via phone, facsimile, email, web based and/or eBusiness approaches. The Contractor's system shall allow for fast and convenient order and material tracking to support problem resolution. At a minimum, the Contractor shall provide the customer information concerning the delivery order number, MILSTRIP number or MIPR Number and MIPR Code, ship date and the status of the order. It should include information such as material description, required date, expected ship date, carrier name, bill of lading number and order originator.

Invoicing. The TLS PV can choose between two methods for invoicing each delivery order in accordance with the payment terms of the contract: Wide Area Workflow (WAWF) and/or the EDI 810 transaction set.

Invoicing for the TLS PV Program will be at the line item level. There should be a corresponding invoice for each item on the 855 once the line item has been shipped. Therefore, it is critical to maintain the same line item number used from the 855 on the 810 or in WAWF. For example, if the item was listed as line item number 1 on the 855 Purchase Order Transaction it must be listed as line item number 1 on the 810 Invoice transaction or in WAWF. The government's processing system, known as DLA Enterprise Business System (EBS), will be matching price and quantity per line item in order to make payment.

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Net pricing on invoices submitted to payment office will be based solely on the unburdened unit price (exclusive of DLA Troop Support administration fee). The invoice contract/delivery order designation, consisting of 17 alpha/numeric characters, e.g., SP050097D7007B001, shall be cited in its entirety on the electronic invoice.

Payment: Fast Pay will be utilized for delivery orders issued under any resultant contract of this solicitation for orders valued less than \$100,000.00, subject to renewal of an FARS DEV 13-09. Prompt Pay will be utilized for all delivery orders valued at or above \$100,000.00. A fast pay audit is conducted for all orders utilizing fast pay for which payment has been made. DLA Troop Support anticipates utilizing the carrier data provided in the 856 advance shipping and, data in the NGE system and/or PODS (Proof of Deliveries) provided by the contractor for the audit. For orders utilizing Prompt Pay, DLA Troop Support anticipates using the carrier data provided in the 856 advance shipping, and the data in the NGE system and/or PODS provided by the contractor to facilitate payment.

The Contractor shall conduct a training program within the start-up period for existing ordering activities and within 30 calendar days for any new ordering activities added to the contract. Each ordering activity's staff shall be provided with adequate training on the contractor's ordering system.

American National Standards Institute (ANSI)X12

The offeror must be able to support at a minimum the following transaction sets in order to submit the order to DLA Troop Support and invoice (if use EDI for invoicing). The referenced EDI guidelines can be found at

https://www.troopsupport.dla.mil/ce/EDI/BKOP_Guides/.

855 Purchase Order

856 Ship Notice / Manifest

864 Text Message (KO Portal)

865 Purchase Order Change - Seller Initiated

The TLS PV is responsible for obtaining and maintaining a Value Added Network (VAN) for the term of the contract and for bearing all trading partner costs associated with the VAN. All VAN connections are handled by DLA Transaction Services, Wright Patterson AFB, Dayton, Ohio.

Additional transactions may be required as the contract evolves.

The Government reserves the right to "upgrade" the X12 Guideline to allow for technological enhancements which render the then current minimum requirements inadequate to permit the required EDI transmissions.

The Contractor shall be responsible for all errors or malfunctions regarding any EDI transmission, caused by the Contractor's personnel or the Contractor's equipment;

caused by the Contractor's agent or representative, or the agent's or representative's personnel or equipment;

caused by an error or malfunction in a VAN chosen by the Contractor or its agent or representative, and such errors or malfunctions shall not be a basis for excusable delay within the meaning of the clause of the contract entitled, "Default," unless such error or malfunction be beyond the control, and without the fault or negligence of, the Contractor, the Contractor's agent or representative or the Contractor's selected VAN. When such events occur, the Contractor shall contact the Contracting Officer within twenty-four (24) hours or the next business day of first notice of the error or malfunction to arrange for retransmission. Repeated errors or malfunctions may necessitate the termination of EDI transmissions with the Contractor, and may necessitate the termination of the contract.

In the event of an error or malfunction in EDI transmission caused by a Government representative or equipment, the Contracting Officer shall immediately notify the Contractor and arrange for retransmission of the data.

Both the Government and the Contractor agree that use of an "interchange address" in each EDI transmission shall be the equivalent of a written signature and shall have the same force and effect as if it were a written signature.

In the event of an interruption in EDI transmission, hard copy documents shall be used for conducting those transactions which were accomplished through EDI until such time as the interruption ceases.

The Contractor shall provide for adequate security of all EDI transmissions and protect any and all records and data from unauthorized or improper access and distribution.

During the ramp-up period, the Contractor shall provide the name and address of the VAN that shall be used for the EDI transactions provided for under this contract. Any change in the VAN listed below must be approved by the Contracting Officer, in writing, prior to change-over.

Disputes. Any disagreement which arises in connection with the minimum requirements for EDI transmission or fault as to error or malfunction of EDI transmissions shall constitute a dispute under the "Disputes" clause of the contract.

c) Usage Data

Purpose: During the term of this contract, DLA Troop Support has defined a monthly requirement of "Usage Data Reporting." All data provided by the TLS PV will be used and viewed by C&E Management and DLA Troop Support personnel only. To increase the utility of this collected information, streamline the data collection process and minimize data manipulation efforts, DLA Troop Support has established specific data reporting requirements. These specifications include submission time frames, vehicle or medium of submission and the data elements structure that will make up the submitted data set.

DATA SPECIFICATIONS: Usage Data reflects the Contractor's line-item detail for the financial (sales) data and is used to establish Contractor program metrics.

TRANSMITTING DATA TO DLA TROOP SUPPORT

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Submission Time Frame: Usage (line-item) Detail Data- Usage Data provided should reflect only the orders that have been received by the customer and must be submitted by the 15th of the following month for orders received by the customer in the previous month. For example, a Usage Report for line-item level data for the orders received by customers during the month of January would be due to DLA Troop Support by no later than February 15 and to show orders received during the month of January. Should the due date pass without data being received by DLA Troop Support, a member of the DLA Troop Support-C&E IT Staff will contact the contractor to coordinate immediate submission.

Medium/Vehicle of Transfer: Files shall be provided to DLA Troop Support as a pipe (|) delimited text attachment file via Email and sent to a generic email address that will be provided to the TLS PV. The Usage Data will be verified for format and sent to the DLA Troop Support for performance analysis.

File Naming Convention: To facilitate the automated processing and identification of submitted data files, each file should follow *specific naming conventions*. Adhering to such conventions will provide for easy storage and organization during the automated loading and archival processes, and identification and retrieval of source data files.

Usage Data- File Name

Actual Data File = Century Year Last day of month Sequence Number.TVR Extension.txt (e.g. 20020630.A01.NAM.TXT)

Send Date = YYYYMMDD where DD is the last day of the calendar month for which transactions are being reported. Do not report items until they have been shipped.

Sequence Number = If the TVR Contractor submits more than one file on a specific day, the sequence number should increase to A02, A03 etc., such that each filename is unique.

- If errors are found in a file that preclude it from being accepted a new file must be submitted with a new unique filename (e.g. 20020630.A04.TVR.TXT).

- Duplicate file names will be rejected.

TVR Vendor Abbreviation = A three-character file extension will be established with the TVR Vendor's IT POC and the C&E IT Staff.

Text file extension = all files must end in .txt. Any attachments not ending with the .txt extension will be rejected and an email will be sent to the sender indicating an invalid file name.

File Type/Format: ASCII text file format is required to standardize the collected information and automate processing. Submitted data should be without column headings, delimited by pipe symbol (|), each line should end with a pipe (|) delimiter, and a carriage return. All required or optional fields must be present. (E.g. Starting with the manufacturer name, having no NSN and then moving onto the short item description, then Quantity Ordered ...ABC Mfg Grouphammer, masonry8...). See Attachment 3 titled "Usage Data."

For the 855 Purchase Order, the Usage Data and in the electronic catalog, the TLS PV is contractually obligated to ensure complete and accurate item descriptions, part numbers, manufacturers and MILSTRIP or MIPR Numbers and MIPR Codes. The data submitted must contain the *ACTUAL MANUFACTURER'S NAME* and the *ACTUAL MANUFACTURER'S PART NUMBER*. Any other method of identifying the manufacturer and part number, such as a system unique to the contractor, is UNACCEPTABLE.

The TLS PV will provide its own computer hardware in carrying out the contract.

At award, the TLS PV will be required to furnish the name of an Information Technology (IT) specialist point of contact (POC), who is capable and authorized to resolve systems, software and transmissions issues with DLA TROOP SUPPORT assigned IT POCs.

As the state of the art of the ITS for this contract evolves, modifications may be required to accommodate the needs of DLA Troop Support, its customers, and other authorized customers under the contract. The modifications to the contract will be issued as Change Orders within the scope of the "Changes" clause of the contract.

5. Pricing

Acquisition prices for PEL Items and Acceptable Alternates are firm fixed ceiling unit prices after contract award. The contractor may not submit an order for a PEL item or Acceptable Alternate with a price that exceeds the Acquisition Ceiling Price during the applicable Pricing Period.

Distribution prices are firm fixed ceiling prices per order range and are applicable to all Items (Products and Incidental Services). The contractor may not submit an order for an item with a distribution price that exceeds the applicable distribution order range ceiling price during the applicable Pricing Period.

DLA Troop Support will verify that prices do not exceed the ceiling prices.

DLA Troop Support will maintain a Price Catalog of the acquisition prices of product in the Contracting Officer Portal (KOP) at Troop Support. The initial Price Catalog will be made up of the items in the PEL, and Acceptable Alternates, determined fair and reasonable at their Acquisition Ceiling Price. Acquisition prices for PEL items and Acceptable Alternates and for Non-PEL will vary based on market conditions and will be supported by competitive subcontractor quotes/and or additional supporting documentation. Items will be added to the Price Catalog prior to or simultaneous with issuance of each delivery order. NOTE: Acquisition prices for PEL items and Acceptable Alternates may not exceed the Acquisition Ceiling Prices during the applicable periods.

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The Contracting Officer will make the following fair and reasonable determinations, which are based on line item value (except CATEGORY IV orders with incidental services). The extended line item values are based on the following formula: unburdened unit price x quantity. The following fair and reasonable determinations are not applicable to a Storefront Schedule of Supplies.

CATEGORY I: For line items with an extended value of less than \$3,000, a representative statistical sampling of lines sufficient to provide a 90% confidence level shall be reviewed on post-award basis no later than 60 calendar days after award. For line items with an extended value of less than \$3,000 and the unit price exceeds the current Price Catalog price, line items shall be reviewed on post-award basis no later than 60 calendar days after award.

CATEGORY II: For line items with an extended value of \$3,000 to \$9,999, 100% of the lines with a percentage of determinations performed pre-order and the remainder post-order. The minimum percentage for pre-award fair and reasonable determinations is 30%, with the remainder done no later than 60 calendar days after award.

CATEGORY III: For line items with an extended value greater than or equal to \$10,000, 100% of the lines shall be determined fair and reasonable prior to any order being processed.

CATEGORY IV:

For line items with air freight greater than or equal to \$100.00, 100% of the lines shall be determined fair and reasonable prior to any order being processed.

The Contracting Officer reviews 100% of incidental services and negotiates proper scope and pricing prior to commencement of services. Generally, the service portion of an order should not exceed 25% of the total order value, with the product portion being a minimum of 75%.

The incidental service will be its own separate line item.

All line items for product associated with the Incidental Service will also be categorized as Category IV and will be separate and distinct from the service line item.

Due to systems requirements, some customers may be unable to process multiple line items. For those customers, the incidental service and associated product may be on one line and shall be identified as Category IV.

NOTE: The above thresholds are guidelines and are subject to change based on the needs of DLA Troop Support to ensure Fair and Reasonable prices. Adjustment to the review levels will be done via modification within the scope of the changes clause contained herein.

The Contractor is required in accordance with DLAD 52.217-9017 Tailored Logistics Support Purchasing Reviews to provide the required supporting documentation for all pre-award and post-award fair and reasonable determinations. However, for Line Items greater than or equal to \$25,000.00, the contractor must solicit a minimum of three competitive quotes. The TLS PV shall solicit the required competitive quotes prior to providing a quote to the customer. For each quote provided to a customer, the TLS PV shall maintain a validity period within a reasonable amount of time, commensurate with the item. If the customer places the order during the validity period, the TLS PV need not re-solicit. However, for PEL items and Acceptable Alternates, the Acquisition Ceiling Price in effect will be the ceiling price for the applicable pricing period when the order is placed by the customer. In addition, the Distribution Ceiling Price in effect will be the ceiling for the applicable pricing period and tier when the order is placed by the customer. For post-award reviews, the contractor will have seven (7) days to submit the required documentation once notified. The contractor may be requested to supply additional documentation to aid in the Contracting Officers' fair and reasonable determinations. If after payment is made a price is found to be not fair and reasonable, the contractor must refund the difference.

To the maximum extent practical, the contractor must obtain quotes directly from the source, thereby minimizing the use of third-party vendors. However, the use of third-party vendors may be appropriate in meeting customer's delivery requirements.

Definitions:

Acquisition Unit Price: the actual invoice price of the product or incidental service paid or that will be paid to the manufacturer or supplier. The price is to be an FOB Origin price and is not to include transportation costs, general and administrative expenses, overhead, packaging costs, or anticipated profit. All acquisition prices are subject to verification. **EXCEPTION:** During contract performance, the acquisition price MAY include air freight for those orders requiring emergency delivery. The TLS PV will be required to supply the breakdown of the price showing the price of the product and the price of air freight for verification during the validation process. The use of air freight must be approved by the customer.

Acquisition Ceiling Price: the maximum acquisition unit price that the Government will pay during each applicable pricing period for a PEL item or Acceptable Alternate.

Total Acquisition Price Per Order: the sum of all the per unit acquisition prices or incidental service multiplied by the prospective purchased quantities on the delivery order when the TLS PV submits the order. *For example:*

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<i>Delivery Order TZ01</i>	<i>Acquisition Unit Price</i>	<i>Quantity</i>	<i>Total Per Line Item</i>
<i>Line Item 0001</i>	<i>\$15.00</i>	<i>5</i>	<i>\$75.00</i>
<i>Line Item 0002</i>	<i>\$5.00</i>	<i>10</i>	<i>\$50.00</i>
<i>Line Item 0003</i>	<i>\$2.00</i>	<i>25</i>	<i>\$50.00</i>
<i>Total Acquisition Price</i>			<i>\$175.00</i>

NOTE 1: During contract performance, the cost of Air Freight is to be excluded from the calculation of the Total Acquisition Price Per Order for the purposes of determining the applicable distribution ceiling price in the Distribution Matrix.

NOTE 2: During contract performance, if there is a change of the Total Acquisition Price Per Order due to a cancellation of a line item or a change in quantity, all Distribution Unit Prices (and Management Unit Price if applicable), per Total Line Item, per Total Order and the applicable Distribution Ceiling will be adjusted accordingly.

Distribution Price: a firm fixed price offered as a dollar amount which represents all elements of the contract price other than the acquisition price. The distribution price consists of the TLS PV's projected general and administrative expenses, overhead, packaging costs, anticipated profit, all transportation and any other projected expense associated with the TLS PV functions. The Distribution Price must be for distribution to any destination (installation) within the Region covered by the Contract. The Distribution Price will be expressed in two ways: as a total price per delivery order and per unit of product. For delivery orders with an incidental service, the Distribution is considered the Management Price per unit of service. The total distribution price per delivery order may not exceed the ceiling price offered in the distribution matrix.

Distribution Matrix: The Contractor will offer a firm fixed total distribution ceiling price, offered as a dollar amount, for each of the twenty pricing tiers listed in the matrix. The tiers are specific dollar value ranges based on the Total Acquisition Price Per Order (exclusive of Air Freight). They will be used to assign a corresponding total distribution ceiling price for the order. The ceiling price represents the total maximum distribution price the TLS PV can charge for an order within the range, including those with incidental services. The prices are fixed for each pricing period. During contract performance, the Total Acquisition Price (exclusive of Air Freight) of a delivery order will fall into one of the twenty dollar value ranges and the corresponding total distribution ceiling price will then be applicable to that order. For example, the Total Acquisition Price of the Order of \$175.00 is in tier 5 in the matrix. The contractor offers, by way of example, a Total Distribution Ceiling Price of \$35.00 per tier 5 for the Order. Therefore, the Maximum Total Distribution Price the vendor can charge for the order is \$35.00.

Distribution Matrix	
Tier	Total Acquisition Price Per Order
1	Less than \$10.00
2	\$10.00 to \$24.99
3	\$25.00 to \$49.99
4	\$50.00 to \$99.99
5	\$100.00 to \$249.99
6	\$250.00 to \$499.99
7	\$500.00 to \$749.99
8	\$750.00 to \$999.99
9	\$1,000.00 to \$2,499.99
10	\$2,500.00 to \$4,999.99
11	\$5,000.00 to \$7,499.99
12	\$7,500.00 to \$9,999.99
13	\$10,000.00 to \$24,999.99
14	\$25,000.00 to \$49,999.99

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15	\$50,000.00 to \$74,999.99
16	\$75,000.00 to \$99,999.99
17	\$100,000.00 to \$249,999.99
18	\$250,000.00 to \$499,999.99
19	\$500,000.00 to \$999,999.99
20	\$1,000,000.00 and above

Distribution Unit Price: the distribution price being charged for each unit of product or management price per incidental service in the delivery order. The distribution price shall be reflective of the level of effort for distributing the product or managing the incidental service. For delivery orders with multiple line items, the distribution price or management price for an incidental service shall be apportioned based on the percentage of the total acquisition price per order of each Line Item. *For example, there are three lines on the delivery order. The Total Acquisition Price of the Order of \$175.00 is in tier 5 in the matrix. The contractor offers, by way of example, a Total Distribution Ceiling Price of \$35.00 per tier 5 for the Order. Line Item 0001 has a total acquisition price for the line item of \$75.00 and represents 42.86% of the order $[(\$75.00/\$175.00) \times 100]$. The Total Distribution Per Line Item 0001 is \$3.00 $(\$35.00 \times 42.86\% = \$15.00)$. Line item 0001 is for a quantity of 5. $\$15.00/5 = \3.00 per unit).*

Total Distribution Price Per Order: The sum of the distribution price for each item and management price per incidental service (if applicable) multiplied by the quantity of the item. The sum may not exceed the Distribution Ceiling Price offered in the Distribution Matrix at the applicable Total Acquisition Price Range. *For Example:*

Distribution Matrix

Tier	Total Acquisition Price Per Order	Total Distribution Ceiling Price Per Order
5	\$100.00 - \$249.99	\$35.00

Delivery Order TZ01

Delivery Order	Acquisition Unit Price	Quantity	Total Acquisition Per Line Item	Distribution Unit Price	Total Distribution Per Line Item
TZ01					
Line Item 0001	\$15.00	5	\$75.00	\$3.00	\$15.00
Line Item 0002	\$5.00	10	\$50.00	\$1.00	\$10.00
Line Item 0003	\$2.00	25	\$50.00	\$.40	\$10.00
Total Per Order			\$175.00		\$35.00

NOTE: During contract performance, the cost of Air Freight is to be excluded from the calculation of the Total Acquisition Price Per Order for the purposes of determining the applicable distribution ceiling price in the Distribution Matrix.

Distribution Ceiling Price: the total maximum distribution price the TLS PV can charge for an order within the applicable tier in the Distribution Matrix, including those with incidental services, during each pricing period.

Contract Unit Price: the total price charged per unit of product or incidental service delivered to the customer. Each price shall consist of only the following: acquisition unit price, distribution unit price/management unit price and the DLA Cost Recovery Rate per unit.

Unburdened Unit Price: Consists of only the acquisition unit price and the distribution unit price/management unit price. It is exclusive of the DLA Cost Recovery Rate.

Price Evaluation List (PEL): the price evaluation list is a representative sample of the types of items purchased by the Maintenance, Repair and Operations Customers in the applicable region. The prices for the PEL and Acceptable Alternates will be Acquisition Ceiling Prices. It is the maximum acquisition unit price that the Government will pay during each applicable

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pricing period. The prices are to be FOB Origin prices and are not to include transportation costs, general and administrative expenses, overhead, packaging costs, or anticipated profit.

Pricing Periods: There will be three pricing periods under the contract and they will be sequential. Pricing Periods are applicable to the PEL and Acceptable Alternates, the Distribution Matrix, and the burdened labor rates for the identified Storefront Personnel if a storefront is negotiated for the Alaska Region.

Period 1: Two Years

Period 2: Eighteen Months

Period 3: Eighteen Months

Purchasing System

The contractor is required to have a purchasing system to support this requirement. DLAD 52.217-9017 Tailored Logistics Support Purchasing Reviews is applicable. The purchasing system shall be detailed from the Prime Level through the Purchase Order Level with the subcontractor(s)/supplier(s). It shall include the following elements:

Personnel assigned for providing quotes to customers and receiving orders.

Internal audits or management audits, training, and policies and procedures for the purchasing department to ensure the integrity of the purchasing system.

Policies and procedures to assure purchase orders and subcontracts contain all flow down clauses, including terms and conditions required by the prime contract, as well as any clauses needed to carry out the requirements of the prime contract.

An organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the most economical cost from responsible/reliable sources.

Selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements.

Price analysis performed with every purchasing action.

Procedures to ensure that proper types of subcontracts are selected and that there are controls including oversight and surveillance of subcontracted effort.

Customer Support

The Contractor must have dedicated personnel assigned to the day to day management of the TLS PV Contract. Education, experience and qualifications of assigned personnel shall be commensurate with responsibilities.

Managerial staff shall ensure complete and effective oversight for contracts of the scope and magnitude contemplated by this solicitation. Roles and responsibilities shall be clearly defined to ensure full accountability.

A toll free phone number, toll free fax number, and dedicated e-mail must be available. Contractor shall be reachable (by telephone, facsimile and email), 24/7/365, to provide customer support. Customer support includes, but is not limited to, order tracking, problem resolution (corrective actions taken in response to customer complaints) and technical guidance (providing advice and information on products). Customer support inquiries from the ordering activity(s) shall be responded to within 24 hours of receipt, ordering activity time. At a minimum, the TLS PV contractor shall be able to provide support for the current regular customers (16 customers in Alaska) and shall have the ability to expand to provide support to additional customers if needed.

The contractor shall assign personnel with expertise (technically proficient) in the various product classes to provide technical assistance to each ordering activity. Technical support may be required on a pre or post order basis. As an option, the contractor may provide project planning and ordering assistance to facilities requesting such assistance.

The contractor shall also have a representative with expertise (technically proficient) in green products to provide technical assistance in identifying and offering green alternatives. The government favors acquisition of environmentally preferable and energy efficient products. Environmentally preferable means products having a lesser or reduced effect on human health and the environment when compared with competing products accomplishing the same purpose. As part of the Usage Data spreadsheet requirement, the contractor will indicate when a green product has been provided.

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For emergency orders, the contractor shall provide each ordering office with the telephone number of the contractor's representative(s) responsible for providing this service. Emergency support shall be available 24 hours a day, 7 days a week.

The contractor must provide a point of contact and phone number to each ordering activity to use to escalate customer support problems. The personnel (or person) assigned must be part of the management chain and have the authority to make decisions.

The TLS PV may be requested to have customer service visits or meetings at an ordering activity at the discretion of the Contracting Officer, at the ordering activities request or during In Process Reviews (IPR).

8. Delivery/Distribution

The total logistics support required by this contract includes the ability to transport and deliver MRO items and provide incidental services to any ordering activity in the Region **within the time requested by the customer to meet their facilities maintenance mission requirements.** This includes the ability to support Routine Delivery as well as Emergency Delivery. The following table shows the expected delivery timeframes:

	Routine	Emergency
Commercial Off the Shelf	3-10 calendar days	24-72 hours

Delivery shall be to the receiving location by no later than the end of a particular activity's normal work day (normally between 3:00PM – 5:00PM/local activity time).

For each delivery order, the contractor shall make only one delivery per order. All items contained in a delivery order must be delivered at the same time unless the activity placing the order authorizes otherwise.

Performance Metric – On-Time Delivery Rate. The contractor is required to maintain a [REDACTED] on-time delivery. Material/incidental services ordered must be delivered/performed in the specified time frames requested by and/or agreed to by the customer. On-time delivery shall not exceed what the customer agrees to for the receipt of material. On-time delivery shall be calculated as follows :

$$\frac{\text{Number of lines delivered on time}}{\text{Total number of lines due in}}$$

To calculate the On-Time Delivery Performance Metric, the Government may use the following data sources: Usage Data provided monthly, data from the KOP (Contracting Officer's Portal), and invoice data. However, the Government anticipates during term of contract performance, DLA Troop Support will be able to transition to using the Next Generation Enterprise Linked Logistics Information Source (NGE) to track on-time-delivery or a different automated system. Performance will be measured through NGE by measuring the length of time between certain EDI transactions. Following approval of an order in KO Portal, the contractor will receive approval notice via an EDI 864 transaction while at the same time a final EDI 855 transaction will be sent from KO Portal through DAASC to EBS to record the obligation. The final EDI 855 transaction will constitute the delivery order date in NGE. The shipment notice (EDI 856 transaction) will constitute the date of shipment.

NGE shall provide the Contracting Officer and Contractor with the monthly metric report within 10 business days from the end of the preceding month. The Contractor will then have 10 business days to dispute the monthly metric report via email to the Contracting Officer. Such dispute shall state the basis for the dispute and shall include all documents in support of the Contractor's position. Any dispute beyond the 10 business days shall be deemed untimely and shall be denied.

Consolidated Bill of Material (BOM) Requirement. For specific projects/bills of material orders, consolidate and deliver all supplies at the time required by the ordering activity to the delivery point designated by the ordering activity. Failure to deliver the project in its entirety may result in refusal of the shipment.

9. Marketing/Expansion: The Contractor may market the program to all eligible installations in the awarded Region. The contractor may develop, publish, and subject to the approval of the Contracting Officer, distribute appropriate publications and/or marketing materials to inform eligible installations about the operation of the MRO program. The materials will cover the types of products supplied under the program, the customer service offered by the contractor, and a toll-free telephone number and dedicated e-mail that may be used by eligible customers for any questions regarding the program. The contractor may travel to the various eligible installations as part of this marketing effort. ***The expansion of the contract beyond that of the currently participating activities will depend greatly upon the successful management and marketing of the contract by the awardee. The marketing support and travel to various eligible installations is at no cost to the Government.***

10. Preservation, Packing, and Marking

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Unless otherwise specified, preservation, packaging, and packing shall be to a degree of protection to preclude damage to containers and/or the contents thereof under normal shipping conditions and handling which conform to normal commercial practices, and applicable carrier regulations involving shipment from the contractor to the receiving location. Commercial markings not interfering with the clarity or positioning of required markings on containers need not be obliterated. ASTM D3951 is applicable.

Material requiring specialized packaging and marking shall be appropriately packaged and marked in accordance with industry standards.

A packing list/slip shall be enclosed with each shipped order, containing the following information, as a minimum: Vendor's name, delivery order number, job order number, document number or MIPR number and Code, date of order, itemized list of supplies included in the shipment, quantity ordered, quantity shipped, and delivered unit price. The product number used in the order and confirmation will be duplicated on the packing slip. The prices shown on the packing list/slip must be identical to the order price.

To ensure that all receiving activities can properly identify items requiring special handling and/or storage, the contractor shall annotate its packing list with the following notation: "REQUIRES SPECIAL HANDLING AND/OR STORAGE".

The contractor will obtain Material Safety Data Sheets (MSDS's) and Hazard Warning Labels (HWLs) upon receipt of applicable items. The following clauses are applicable: FAR 52.223-3 Hazardous Material Identification and Material Safety Data, DFARS 252.223-7001 Hazard Warning Labels and DLAD 52.223-9000 **Material Safety Data Sheets and Hazard Warning Labels**.

NOTE: Hazardous Material includes any material defined as hazardous under Federal Standard 313. MSDS's must meet the requirements of 29 CFR 1910-1200 (g) and Fed-Std-313.

11. Discrepant Orders and Returns

The contractor will accept returns under the conditions listed below; if the ordering activity still requires the product(s), they will be replaced by the Contractor.

- Products were shipped in error;
- Products were damaged in shipment;
- Products with concealed shipping damages;
- Products which are recalled, regardless of level of recall, except when the manufacturer's policy states otherwise, in which case the manufacturer's disposition instructions will be followed;
- Other returns consistent with the TLS PV's normal return policy or the original equipment manufacturers/distributors/suppliers return policy, to include return of excess material ordered by the customer based on a project estimate.

The contractor will be paid only for material the ordering activity has received and accepted. Customers will report all discrepancies to the contractor. All discrepancies reported to the contractor must be reported by the Contractor to the Contracting Officer and the Contracting Officer Representative.

Restocking Fees: It is understood by the Government that the commercial industry charges a restocking fee to its customers when:

- Orders are canceled while deliveries are in route;
- or

- Ordered quantities are returned to the contractor and those items returned are not expected to be resold within 180 calendar days.

In the event that either condition 1 or 2 above occur, the contractor may charge a restocking fee as follows:

- The cost charged to the contractor by its supplier, not to exceed 150% of the amount of 2) below

- or

- The lesser of 10% of the price of the line item(s) returned, or \$25.00 per line item(s) returned.

Note: Line item is defined as "item x quantity = price"

The contractor shall not charge a restocking fee for delinquent orders if the customer chooses to cancel the order prior to delivery

The contractor shall only charge the Government the above outlined restocking fee if and only if such restocking fee would be charged to its commercial customers.

The contractor shall not charge restocking fees for returns covered under paragraph 11 a).

Custom Orders/Special Orders: Except for returns covered under paragraph 11 a), the Contractor shall negotiate returns, including restocking fees, for Customer Orders/Special Orders with the customer and the original equipment manufacturer/distributor/supplier (if applicable).

Recall Notification of Items/Supplies

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In the event that any items/supplies acquired hereunder are recalled from the marketplace by the TLS PV, supplier or manufacturer, the TLS PV shall follow the procedures set forth below.

Immediately notify the following personnel:

Customers that have received the recalled product/item; and,
DLA Troop Support Contracting Officer.

Provide the following information to the DLA Troop Support Contracting Officer:

Reason for recall;

Description of product/item;

Quantity of product/item distributed;

List of customers that have received product/item; and,

Name and phone number of responsible person (Recall Coordinator).

The TLS PV should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Contracting Officer.

The TLS PV shall, at the Government's option, either reimburse the Government or repair/replace the recalled items/supplies. Upon notification by the Contracting Officer or Contractor that supplies acquired hereunder have been recalled (both voluntary or involuntary), the TLS PV shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the TLS PV immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies shall be paid by the TLS PV. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any warranty or other clause in the contract.

Inspection and Acceptance: Government inspection and acceptance of all normal day-to day requirements shall take place at destination. The Government reserves the right to conduct source inspection if deemed necessary by the Contracting Officer.

Quality Control System: The TLS PV must maintain a comprehensive quality-control system. The contractor's quality control system must be in accordance with industry standards and have the capability to ensure adherence to government standards (to include preservation, packaging, marking/ labeling, and bar coding requirements). The contractor's quality control system must account for all applicable federal, state and local codes, standards, regulations, and ordinances, except where specifically stated, including but not limited to the latest edition of applicable codes published by the following organizations: American National Standards Institute (ANSI), American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), American Society for Testing and Materials (ASTM), Equipment Under Control (EUC), National Electric Code (NEC), National Electrical Installation Standards (NEIS), National Electrical Manufacturers Association (NEMA), National Fire Protection Association (NFPA), Underwriters Laboratories (UL), and Safety and Health Requirements Manual (EM 385-1-1).

In addition to the warranties contained in FAR 52.212-4, the TLS PV must provide at least the same warranty terms, including offers of extended warranties, offered to the general public in customary commercial practice for the items acquired under the contract. For overseas shipments, the warranty period begins when the supplies are received at the overseas destination.

Additional Requirements

Storefront(s) – No storefront(s) in the Alaska Region

There is no plan for a Storefront for this region and it has not had one in the past. If conditions change, a storefront will be negotiated Post Award with all conditions. The TLS PVs may be required to provide inventory management and/or provide manpower to issue materials or supplies furnished under "storefront" operations located on one or more military installations. DLA Troop Support reserves the right to request such operations and will negotiate the complete terms at the time such operations are requested by the customer(s). When a customer requests a storefront or continuation of an existing storefront, an agreement will be executed with the TLS PV, the customer, and DLA Troop Support. A Performance Work Statement (PWS), a Schedule of Supplies, and an exit strategy will be developed amongst the TLS PV, the customer and DLA Troop Support. The TLS PV will provide pricing for the Schedule of Supplies, Distribution Pricing and fully burdened Labor Rates for proposed storefront personnel. During contract performance, storefront labor costs are billed monthly and separate from the Schedule of Supplies and the Distribution. For items on the

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basic contract's PEL and subsequently on the Schedule of Supplies for a storefront, the Acquisition Ceiling Prices established in the basic contract will be applicable. The Distribution Ceiling Prices established in the basic contract will be applicable to any storefront. DLA Troop Support may request and/or TLS PV may propose lower distribution prices at the time the storefront is negotiated. If all the pricing is determined to be fair and reasonable, an administrative contract number will be assigned and the storefront added via modification within the scope of the changes clause contained herein. *There is no storefront currently operating in the Alaska Region.*

Backup Supplier: The offeror that is awarded the TLS PV contract under this solicitation may become a potential back-up supplier and/or provide coverage for another Region in the United States. Offeror's agreement to perform as a potential backup contractor is required. The designation to act as a backup will be executed via modification within the scope of the changes clauses contained herein. The Distribution Matrix and PEL ceiling prices in the basic contract will be applicable.

Record-Audit Rights: Supplier agrees to maintain accurate business records, books, and account information relating to the products purchased by DLA TROOP SUPPORT under this contract, including records relating to shipping, billing and payments, and to retain the same for a period of at least three (3) years from the date of the last invoice for the applicable products. All such records, books and account information, and any inventory of products produced and/or supplied exclusively for this contract may be audited or inspected by the DLA TROOP SUPPORT Contracting Officer or his/her authorized representatives upon reasonable notice at all reasonable times. The DLA TROOP SUPPORT Contracting Officer or his/her authorized representatives may use audit software to access any such records, books or account information maintained by the supplier in electronic form.

Socio-Economic Objectives: SupplyCore shall meet the following minimum socio-economic objectives: 49% for small business (SB), 5% for small disadvantaged businesses (SDB), 0% for Historically Black Colleges or Universities/Minority Institutions (HBCUs/MIs), 7% for women-owned small business firms (WOSB/EDWOSB), 6% for veteran-owned small businesses (VOSB), 3% for service disabled veteran-owned small business firms (SDVOSB), and 3% for HUBZone small businesses (HZSB) for this contract.

Reports and Audits

Fast Pay Audit: An audit of Fast Pay orders will be conducted by DLA Troop Support quarterly. DLA Troop Support will perform verification of customer receipt for a random sample of all Customer Direct awards using Fast Pay procedures for which payment has been made. DLA Troop Support may utilize the carrier data provided in the 856 Advance Shipping Notice EDI transaction set, data in the NGE system and/or PODS provided by the vendor for identified orders as part of the audit.

Usage Data: At a minimum, monthly Usage Data shall be made available to DLA Troop Support within 15 calendar days from the end of each calendar month covering each order received under the contract in the previous month. Data shall be arrayed to provide Government access on a line-by-line or delivery order basis. The required format for submission of this information is contained in the "Data Specification Document" included in the Statement of Work and **Attachment 3 Usage Data**.

Socioeconomic - Performance Data: The awardee shall provide to the Contracting Officer performance data regarding the awardee's support of Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB) and/or Economically Disadvantaged Women Owned Small Business (EDWOSB), Service Disabled Veteran-Owned Small Business (SDVOB), Veteran-Owned Small Business (VOSB), and HUBZone Small Business (HZSB). Data should be submitted in the same format as provided under Socioeconomic Objectives Factor. The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. Reports are due 30 calendar days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

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Customer Support: Annually, the Contracting Officer will evaluate customer satisfaction under the program and it will be included as part of the contractors past performance record.

Customers will be surveyed using the following rating system:

Exceptional: The customers had no concerns with the customer support provided by the Vendor.

Very Good: The customers had few concerns with the customer support provided by the Vendor.

Satisfactory: The customers had some concerns with the customer support provided by the Vendor.

Marginal: The customers had substantial concerns with the customer support provided by the Vendor.

Unsatisfactory: The customers had extreme concerns with the customer support provided by the Vendor.

CPARS: The contractor's performance under the contract including but not limited to quantity fill rate, on-time delivery, and customer satisfaction will be recorded in the Contractor Performance Assessment Reporting System (CPARS). CPARS is a web-based system used to input data on contractor performance. Once the data is input to the CPARS system, this data is then uploaded to the Past Performance Information Retrieval System (PPIRS) database and is made available for use in source selections.

Ethics Plan: Within 30 calendar days after contract award, the contractor shall provide its written code of business ethics and conduct to the Contracting Officer.

Tailored Logistics Purchasing Reviews Affirmation: Annually, the contractor will provide the affirmation required by DLAD clause 52.217-9017 to the Contracting Officer.

Air Freight Report: The TLS PV will submit a report of airfreight orders that includes the amount of airfreight estimated on the original orders and the actual invoice amounts charged by the carrier. The Contracting Officer will reconcile the difference between the estimated and actual airfreight charges and either recoup the amount where the estimated airfreight charges exceeded the actual airfreight charges or reimburse the TLS PV where the actual airfreight charges exceeded the estimated airfreight charges. The report shall be submitted quarterly during contract performance for the periods ending March 31, June 30, September 30 and December 31. Reports are due 30 calendar days after the close of each reporting period, unless otherwise directed by the Contracting Officer.

In Process Reviews (IPR): The contractor and the DLA Troop Support Contracting Officer will meet, at a minimum, on an annual basis to discuss issues relating to the contractor's performance and customer satisfaction.

(END OF STATEMENT OF WORK)

NOTE: Failure to perform in accordance with the terms of the contract (including on-time delivery rate) may be cause for termination in accordance with the Termination for Cause clause of the contract.

END OF CONTRACT

Part 12 Clauses

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